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12. In compliance with the al	bove, the undersigned agrees, i	f this offer	is accepte	d withi	11	calendar days	(60 calendar days unl	ess a different	period
is inserted by the offeror) fr	om the date for receipt of off	ers specified	l above, to	o furnis	sh any or all item	nsupon which p	orices are offered at t	he price set or	posite
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10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )					(4 copies unless otherwise specified)				
24. ADMINISTERED BY (Ifother than Item7) CODE					25. PAYMENT WILL BE MADE BY CODE				
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26. NAME OF CONTRACTING OFF	ICER (Type or print)				27. UNITED STA	ATES OF AMERIC	^A	The AUGARA	f) A TITE
						OI HILLIN	-11	28. AWARD I	DATE
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IMPORTANT - Award will be	e made on this Form, or on Sta	andard Forn	126, or b	other	authorized offic	ial written not	ice.		

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

## **Ddl-A20 NOTICE TO CONTRACTORS**

#### NOTICE TO CONTRACTORS

# THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

#### **CCR Annual Renewal**

You must <u>ANNUALLY</u> confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>

#### **EFTS**

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

#### **INVOICES**

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

## <u>INVOICE PREPARATION</u> – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

<u>INVOICE SUBMISSION</u> – If a "SUBMIT TO" address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

SEE CLAUSE NAPS 5252.232-9001

#### REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <a href="http://vendorpay.dfas.mil/newuser">http://vendorpay.dfas.mil/newuser</a>

## Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** 

**AMOUNT** 

0001

ASDS/RADDS Systems Support

T&M

Base Year - Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships and shore sites in accordance with Section C of the contract.

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 2,080

0001AA

Hours

Base Year - System Engineer

T&M

FOB: Destination

TOT ESTIMATED PRICE **CEILING PRICE** 

Page 4 of 54

ITEM NO SU 0001AB

SUPPLIES/SERVICES

QUANTITY 1 UNIT Lot **UNIT PRICE** 

AMOUNT

Base Year - Travel

T&M

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO 0001AC

SUPPLIES/SERVICES

QUANTITY 1

UNIT Lot **UNIT PRICE** 

**AMOUNT** 

Base Year - Materials

T&M

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO 0002

SUPPLIES/SERVICES

**QUANTITY** 

UNIT

UNIT PRICE

**AMOUNT** 

Base Year - Data Deliverables

Data in accordance with DD Form 1423, Contract Data Requirements List.

FOB: Destination

NSP

Page 5 of 54

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0003 OPTION ASDS/RADDS Systems Support T&M Year 2 - Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships and shore sites in accordance with Section C of the contract. FOB: Destination TOT ESTIMATED PRICE **CEILING PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0003AA 2,080 Hours OPTION Year 2 - System Engineer T&M FOB: Destination TOT ESTIMATED PRICE **CEILING PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0003AB 1 Lot OPTION Year 2 - Travel T&M FOB: Destination

TOT ESTIMATED PRICE CEILING PRICE

Page 6 of 54

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

Lot

0003AC

OPTION Year 2 - Materials

T&M

FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0004 OPTION

Year 2 - Data Deliverables

Data in accordance with DD Form 1423, Contract Data Requirements List.

1

FOB: Destination NSP

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0005 OPTION

ASDS/RADDS Systems Support

T&M

Year 3 - Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships and shore sites in

accordance with Section C of the contract.

FOB: Destination

TOT ESTIMATED PRICE CEILING PRICE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0005AA 2,080 Hours

OPTION Year 3 - System Engineer

T&M

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1 Lot

0005AB

OPTION Year 3 - Travel

T&M

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 

Lot

1

0005AC

OPTION Year 3 - Materials

T&M

FOB: Destination

TOT ESTIMATED PRICE CEILING PRICE

Page 8 of 54

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 

0006

OPTION Year 3 - Data Deliverables

Data in accordance with DD Form 1423, Contract Data Requirements List.

FOB: Destination NSP

**QUANTITY** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** 

0007 OPTION

ASDS/RADDS Systems Support

T&M

Year 4 - Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships and shore sites in

2,080

accordance with Section C of the contract.

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** Hours

0007AA OPTION

Year 4 - System Engineer

T&M

FOB: Destination

TOT ESTIMATED PRICE CEILING PRICE

Page 9 of 54

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

Lot

1

1

0007AB

OPTION Year 4 - Travel

T&M

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

Lot

0007AC OPTION

Year 4 - Materials

T&M

FOB: Destination

TOT ESTIMATED PRICE CEILING PRICE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0008 OPTION

Year 4 - Data Deliverables

Data in accordance with DD Form 1423, Contract Data Requirements List.

FOB: Destination NSP

Page 10 of 54

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 

0009 OPTION

ASDS/RADDS Systems Support

T&M

Year 5- Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships and shore sites in

accordance with Section C of the contract.

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** AMOUNT

0009AA

OPTION Year 5 - System Engineer 2,080

1

Hours

T&M

FOB: Destination

TOT ESTIMATED PRICE

**CEILING PRICE** 

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** 

Lot

0009AB

OPTION Year 5 - Travel

T&M

FOB: Destination

**AMOUNT** 

TOT ESTIMATED PRICE

**CEILING PRICE** 

Page 11 of 54

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

Lot

0009AC

OPTION Year 5 - Materials

T&M

FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0010

OPTION Year 5 - Data Deliverables

Data in accordance with DD Form 1423, Contract Data Requirements List.

1

FOB: Destination NSP

## CLAUSES INCORPORATED BY FULL TEXT

#### HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### Section C - Descriptions and Specifications

## STATEMENT OF WORK

#### STATEMENT OF WORK

ASDS (Advanced Sensor Distribution System) Engineering Support RADDS (Radar Distribution and Display System) Support

#### 1.0 BACKGROUND:

Engineering services required in support of the ASDS/RADDS Systems for CV, CVN, DDG, LHD, LPD and other Class Ships, and shore sites. Includes AN/SPQ-12, AN/SPQ-14 and AN/TPX-42 systems. Indepth experience and knowledge in the design and development of the older RADDS (CV-3989/SP and SB-4229/SP) and the newer ASDS (CV-3989(V)1/SP and SB-4229A/B(V)) type equipment will be required. Personnel must also have experience with the AN/TPX-42 system, the AM-7115A/UP Video and AM-7116A/UP Trigger Amplifiers, ships navigation systems, LAN distribution systems, radar recording systems, IFF systems and have experience riding ships during sea trials. Personnel must have at least five (5) years of experience in performing verification and certification on AN/SPQ-12, AN/SPQ-14 and AN/TPX-42 systems installed on ships and in shore activities after ASDS/RADDS equipment have been installed.

#### 2.0 SCOPE:

The contractor shall provide Engineering services in support of ASDS/RADDS/TPX42/SSDS/BFTT/ACDS/DRVDD/ NAVSSI. Review Design and Installation Drawings provided to Combat Direction Systems Activity (CDSA) Dam Neck by the various planning yards to verify that they are in accordance with all ASDS technical requirements. Requirements are found within the ASDS technical manuals to be made available at CDSA Dam Neck upon request. Provide recommendations/changes/additions to CV-3989/SP Signal Data Converter to address obsolescence issues and determine the best path to upgrade to meet current war-fighting efforts. Analyze obsolescence issues with the CV-3989/SP digital navigation sources for ships heading and ships speed input and provide recommendations to sustain in the fleet. Analyze and provide recommendations for DRVDD upgrade. Recommendations are to include solutions for maintaining what is fielded in addition to upgrading to meet present day requirements. Analyze systems, as related to ASDS/RADDS, including AN/TPX-42, Shipboard Display Emulators, ACDS, SSDS MK-2, CEC, AN/SPS-73, LAN distribution systems, NAVSSI and various radars and combat system display consoles and recommend solutions to interface issues. Perform testing at various laboratories and shipyards as requested to analyze operation and verify system performance before fielding. Support ships and land based test facilities in setup and operation of shipdestined equipment. Support shipboard testing events. This effort will include troubleshooting and repair of system and/or system interface issues and failures. Contractor will have personnel to ride ships during sea trials as required. Perform verification and certification of equipment/systems installed in ships and on shore. Provide ASDS Program Support of shipboard combat systems including AN/SPQ-14(V), AN/SPA-25G, AN/UYQ-70s and other shipboard combat systems equipments. Support to include spares analysis and recommendation, troubleshooting and repair on an as-required basis. Provide Engineering Support for the conversion of the CG/DDG Class ships from RADDS to ASDS. The contractor shall perform a technical design review for preliminary and final drawings, confirming that the design of the system meets all requirements of the "Critical Item Development Document" AEGIS Advanced Sensor Distribution System (AASDS), Switchboard/Converter Conversion Upgrade. The contractor shall attend design review meetings. The contractor shall aid in testing the ASDS equipment on a systems level, ensuring equipment compatibility, including proper operation and interface with the ships radars and display consoles. Contractor shall be available for consulting, and traveling to shipyards, laboratories ship's for testing as needed. Provide services to evaluate and test new and/or conceptual equipment and ideas for future ships requirements. Services to include equipment recommendations. Provide design recommendations and development of new items/equipment when/as required. Perform life cycle analysis and spares

recommendations. Perform or oversee Mean Time Before Failure (MTBF), Mean Time To Repair (MTTR) analysis. Perform or oversee or recommend various environmental testing of equipment.

## 3.0 SPECIFICATIONS/STANDARDS/INSTRUCTIONS:

The effective edition of the following standards, instructions, and documents following provide representative samples of the types of specifications that may be referenced within individual delivery orders in the performance of task efforts specifically defined in the order. These efforts are primarily for informational purposes as they relate to performance requirements for specific legacy systems.

<u>ITEM</u>		DESCRIPTION/SPECIFICATION
001	DOD-D-1000B	Drawings, Engineering, and Associated Lists (usually used for drawing revisions) 18 AUG 87
002	MIL-P-2454A	Planned Maintenance Subsystem, Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation 7 MAY 85
003	MIL-M-15071	Manual, Technical, Equipment, and Systems, Content Requirements for 6 SEP 94
004	MIL-E-17555H	Packaging and Packing of Electronic and Electrical Equipment, Accessories and Repair Parts 2 NOV 92
005	MIL-D-23140D	Drawing, Preliminary and Final, Electronic Equipment and Systems, Installation Control 30 APR 92
008	MIL-M-38784C	Technical Manuals; General Style and Format Requirements 3 JUL 95
009	MIL-M-60903A	Marking of Electrical Wires and Cables 21 JUN 95
010	MIL-STD-12D	Abbreviations for use on Drawings and in Specifications, Standards, and Technical Documents 29 MAY 81
011	DOD-STD-100F	Engineering Drawing Practices 9 SEP 96
012	MIL-STD-196D	Joint Electronics Type Designator System 19 JAN 85
013	MIL-STD-470B	Maintainability Program 30 MAY 89
014	DOD-STD-480B	Configuration Control - Engineering Changes, Deviations, and Waivers 13 JAN 95
015	MIL-STD-481B	Configuration Control - Engineering Changes, Deviations, and Waivers (short form) 13 JAN 95
016	MIL-STD-490A	Specification Practices 4 JUN 85
017	MIL-STD-726H	Packaging Requirements 28 AUG 89
018	MIL-STD-785B	Reliability Program 15 SEP 80
019	MIL-STD-794E	Parts and Equipment Procedures for Packaging and Packing 20 APR 89

020	MIL-STD-1285B	Marking of Electrical and Electronic Parts 02 APR 90
022	MIL-STD-1389D	Modules, Standard Electronic, Design Requirements for 30 MAR 89
023	MIL-STD-1556B	Government/Industry Data Exchange Program, Contractor Participation Requirements 24 FEB 86
024	MIL-STD-1561B	Uniform Provisioning Procedures 17 NOV 84
025	DOD-STD-1686A	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 08 AUG 88
026	MIL-STD-2000A	Soldering Requirements 14 FEB 91
027	MIL-STD-2036	General Requirements for Electronic Equipment Specifications 18 JUL 91
030	DOD-HDBK-263A	Electrostatic Discharge Control Handbook for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 23 FEB 91
032	OPNAVINST 4790.4B	Ship's Maintenance Material Management Manual 13 AUG 87
033	OPNAVINST 5100.19B	Safety Precautions for Forces Afloat 11 APR 89
034	OPNAVINST 5100.10	Navy Occupational Safety and Health Program 31 AUG 83
035	OPNAVINST 4100.2	Navy Hazardous Material Control Program 20 JUN 89
036	DOD 5220.22R	Industrial Security Manual for Safeguarding Classified Information DEC 85
037	OPNAV 5510.1H	Navy Information and Personnel Security Program Regulations 29 APR 88

#### 4.0 STATEMENT OF WORK TASK:

- 4.1 Engineering services in support of ASDS/RADDS/TPX-42/SSDS/BFTT/ACDS/DRVDD/NAVSSI.
  - 4.1.1 Review Design and Installation Drawings provided to Combat Direction Systems Activity (CDSA) Dam Neck by the various planning yards to verify that they are in accordance with all ASDS technical requirements. Requirements are found within the ASDS technical manuals to be made available at CDSA Dam Neck upon request.
  - 4.1.2 Provide recommendations/changes/additions to CV-3989/SP Signal Data Converter to address obsolescence issues and determine the best path to upgrade to meet current warfighting efforts. Analyze obsolescence issues with the CV-3989/SP digital navigation sources for ships heading and ships speed input and provide recommendations to sustain in the fleet. Analyze and provide recommendations for DRVDD upgrade.
  - 4.1.3 Recommendations are to include solutions for maintaining what is fielded in addition to upgrading to meet present day requirements.
  - 4.1.4 Analyze systems, as related to ASDS/RADDS, including AN/TPX-42, Shipboard Display Emulators, ACDS, SSDS MK-2, CEC, AN/SPS-73, LAN distribution systems, NAVSSI and various radars and combat system display consoles and recommend solutions to interface issues.

- 4.1.5 Perform testing at various laboratories and shipyards as requested to analyze operation and verify system performance before fielding. Support ships and land based test facilities in setup and operation of ship-destined equipment.
- 4.1.6 Support shipboard testing events. This effort will include troubleshooting and repair of system and/or system interface issues and failures. Contractor will have personnel to ride ships during sea trials as required.
- 4.1.7 Perform verification and certification of equipment/systems installed in ships and on shore.
- 4.1.8 Provide ASDS Program Support of shipboard combat systems including AN/SPQ-14(V), AN/SPA-25G, AN/UYQ-70s and other shipboard combat systems equipments. Support to include spares analysis and recommendation, troubleshooting and repair on an as-required basis.
- 4.1.9 Provide Engineering Support for the conversion of the CG/DDG Class ships from RADDS to ASDS. The contractor shall perform a technical design review for preliminary and final drawings, confirming that the design of the system meets all requirements of the "Critical Item Development Document" AEGIS Advanced Sensor Distribution System (AASDS), Switchboard/Converter Conversion Upgrade.
- 4.1.10 The contractor shall attend design review meetings.
- 4.1.11 The contractor shall aid in testing the ASDS equipment on a systems level, ensuring equipment compatibility, including proper operation and interface with the ships radars and display consoles.
- 4.1.12 Contractor shall be available for consulting, and traveling to shipyards, laboratories ship's for testing as needed.
- 4.1.13 Provide services to evaluate and test new and/or conceptual equipment and ideas for future ships requirements. Services to include equipment recommendations.
- 4.1.14 Provide design recommendations and development of new items/equipment when/as required.
- 4.1.15 Perform life cycle analysis and spares recommendations.
- 4.1.16 Perform or oversee Mean Time Before Failure (MTBF), Mean Time To Repair (MTTR) analysis.

#### 5.0 **DATA REQUIREMENTS:**

The contractor shall prepare and deliver the Data Items specified in the Contract Data Requirements List (CDRL), DD Form 1423, in this contract.

- 5.1 FINAL REPORT: A final report, in accordance with the appropriate CDRL Item Number attached to this task order, shall be delivered yearly and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.
- 5.2 INTERIM PROGRESS REPORT: Interim progress reports (one technical and one financial) shall be delivered periodically during the performance of this task order in accordance with the appropriate CDRL Item Number attached.

#### 6.0 PLACES OF PERFORMANCE:

Efforts under this order shall be performed at the contractor facilities in Haileyville, OK; Washington, DC; Newport News, VA; Pascagoula, MS; Avondale LA; Overseas, CDSA Dam Neck and other Contractor or Government facilities as directed.

#### Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

#### Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

#### Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

#### Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

## Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

## Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

### HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_ dated \_ in response to NAVSEA Solicitation No. N00178-05-R-1003.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(Proposal \_ dated\_ will be completed at time of award)

#### Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

#### Ddl-D10 PREPARATION FOR SHIPMENT (COMMERCIALLY PACKAGED ITEMS)

Preservation, packaging, packing, and marking shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging."

### HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

## HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number N00178-05-C-1003
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: Malissa Spaulding

Code: F31

Combat Direction Systems Activity

1922 Regulus Ave.

Virginia Beach, VA 23461-2097

## INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0007AA	Destination	Government	Destination	Government
0007AB	3 Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
8000	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	3 Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-6 Inspection--Time-And-Material And Labor-Hour

MAY 2001

## Section F - Deliveries or Performance

# DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2005 TO 28-FEB-2006	N/A	COMBAT DIRECTION SYSTEMS ACTIVITY CODE F31 ACTIVITY, DAHLGREN DIV NSWC 1922 REGULUS AVENUE VIRGINIA BEACH VA 23461-2097 FOB: Destination	N63273
0001AA	A POP 01-MAR-2005 TO 28-FEB-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0001AB	3 POP 01-MAR-2005 TO 28-FEB-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0001AC	C POP 01-MAR-2005 TO 28-FEB-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0002	POP 01-MAR-2005 TO 28-FEB-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0003	POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0003AA	POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0003AB	3 POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0003AC	2 POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0004	POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0005	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0005AA	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0005AB	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273

0005AC	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0006	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0007	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0007AA	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0007AB	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0007AC	28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
8000	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0009	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0009AA	A POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0009AE	3 POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0009AC	C POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273
0010	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63273

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Combat Direction Systems Activity, shall be made Monday through Friday from 8:00 a.m. to 3:30 p.m., local time. Deliveries will not be accepted after 3:30 p.m. No deliveries will be accepted on government holidays

## Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

#### Section G - Contract Administration Data

#### CLAUSES INCORPORATED BY FULL TEXT

#### Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

## **Procuring Contracting Officer (PCO):**

(a) Name:

Karen D. Lenox

Address:

Code XDS11D Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

Phone: (540) 653-7478; FAX: (540) 653-7088

E-mail: karen.lenox@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

## **Contract Specialist:**

(a) Name:

Linda D. Wilkes

Address:

Code XDS112 Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

Phone: (540) 653-7080; FAX: (540) 653-7088

E-mail: linda.wilkes@navv.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

## Administrative Contracting Officer (ACO)

(a) Name: [\*]

Address: [\*]

Phone: [\*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

## Contracting Officer's Representative (COR):

(a) Name: Malissa Spaulding

Address: Code: F31

Combat Direction Systems Activity

1922 Regulus Ave.

Virginia Beach, VA 23461-2097

Phone: (757) 492-7742; FAX: (757) 492-7102

E-mail: malissa.spaulding@navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

## **Paying Office**

(a) Name: [\*]
Address: [\*]
Phone: [\*]

- (b) The Paying Office makes all payments under the contract.
- (c) (DFAS Charleston only) For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[\*] -- to be completed at contract award

#### Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

- (a) Travel Costs (Including Foreign Travel)
- (1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.
- (2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.
  - (b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

# 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
  - (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the contract auditor at the following address:

DCAA- Oklahoma City Sub Office 215 Dean A. McGee Ave. Suite 331 Oklahoma City, OK 73102-3442

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted the COR; Contract Specialist; NSWCDD/XDM241. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice..
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
  - (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
  \_\_\_\_\_\_\_ is required with each invoice submittal.
  - X is required only with the final invoice. is not required.
- (f) A Certificate of Performance

<u>X</u>	shall be provided with each invoice submittal.
	is not required.

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Section H - Special Contract Requirements

#### CLAUSES INCORPORATED BY FULL TEXT

## Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### Ddl-H11 CHANGES IN KEY PERSONNEL

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first ninety (90) days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
  - (1) An explanation of the circumstances necessitating the substitution:
  - (2) A complete resume of the proposed substitute;
  - (3) The hourly rates of the incumbent and the proposed substitute; and
  - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

#### Ddl-H12 KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

#### Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist at linda.wilkes@navy.mil and the Contracting Officer's Representative (COR) at malissa.spaulding@navy.mil. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

#### Ddl-H14 KEY PERSONNEL - DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the following education and experience qualifications:

Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

System Engineer - 15 years experience in the operation and maintenance of the ASDS/RADDS system. Must have experience in developing and maintaining the equipment and circuitry. Experience in re-engineering same or like type equipment.

#### Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
  - (f) LEVEL OF SECURITY CLEARANCE
  - (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
  - (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

## Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full

text therewith.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

Definitions   JUL 2004			
52.203-5         Covenant Against Contingent Fees         APR 1984           52.203-6         Restrictions On Subcontractor Sales To The Government         JUL 1995           52.203-7         Anti-Kickback Procedures         JUL 1995           52.203-8         Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997           Improper Activity         Price Or Fee Adjustment For Illegal Or Improper Activity         JAN 1997           52.203-12         Limitation On Payments To Influence Certain Federal         JUN 2003           52.204-4         Printed or Copied Double-Sided on Recycled Paper         AUG 2000           52.209-6         Protecting the Government's Interest When Subcontracting         With Contractors Debarred, Suspended, or Proposed for Debarment           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Autit and RecordsNegotiation         OCT 1997           52.215-2         Alt IV         Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data or Informatio	52.202-1	Definitions	JUL 2004
52.203-6         Restrictions On Subcontractor Sales To The Government         JUL 1995           52.203-7         Anti-Kickback Procedures         JUL 1995           52.203-8         Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997           52.203-10         Price Or Fee Adjustment For Illegal Or Improper Activity         JAN 1997           52.203-12         Limitation On Payments To Influence Certain Federal Transactions         JUN 2003           52.204-4         Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment         JUN 1999           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Audit and RecordsNegotiation         OCT 1997           52.215-2         Alternate IV         Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing DataModifications (Oct 1997) Alternate IV         Alternate IV           52.215-2         Evaluation Of Options         JUL 1990           52.219-8         Utilization of Small Business Concerns         MAY 2004           52.222-1         Prohibition Of Segregated Facilities         FEB 1999           52.222-2         Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and			APR 1984
52.203-7         Anti-Kickback Procedures         JUL 1995           52.203-8         Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997           52.203-10         Price Or Fee Adjustment For Illegal Or Improper Activity         JAN 1997           52.203-12         Limitation On Payments To Influence Certain Federal         JUN 2003           52.204-4         Printed or Copied Double-Sided on Recycled Paper         AUG 2000           52.209-6         Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment         JUL 1995           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Audit and RecordsNegotiation         JUN 1999           52.215-2         Audit and RecordsNegotiation         OCT 1997           52.215-2         Auternate IV         Sequity and Auternate IV         Sequity and Auternate IV           52.217-5         Evaluation Of Options         JUL 1990           52.222-2         Convict Labor </td <td></td> <td></td> <td>APR 1984</td>			APR 1984
52.203-8         Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997 Improper Activity         JAN 1997 Improper Activity         JAN 1997 JAN 1997 Improper Activity         JAN 1997 JAN 1999 JAN 1997 JAN 1999 JAN 1999 JAN 1997 JAN 1999 JA			JUL 1995
Improper Activity	52.203-7		
52.203-10       Price Or Fee Adjustment For Illegal Or Improper Activity       JAN 1997         52.203-12       Limitation On Payments To Influence Certain Federal       JUN 2003         52.204-4       Printed or Copied Double-Sided on Recycled Paper       AUG 2000         52.209-6       Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment       JUL 1995         52.215-2       Audit and RecordsNegotiation       JUN 1999         52.215-8       Order of PrecedenceUniform Contract Format       OCT 1997         52.215-21 Alt IV       Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing DataModifications (Oct 1997) - Alternate IV       OCT 1997         52.217-5       Evaluation Of Options       JUL 1990         52.219-8       Utilization of Small Business Concerns       MAY 2004         52.222-1       Prohibition Of Segregated Facilities       FEB 1999         52.222-2       Equal Opportunity       APR 2002         52.222-2       Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans       DEC 2001         52.222-3       Employment Reports On Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans       DEC 2001         52.222-3       Employment Reports On Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans<	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	·JAN 1997
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52.246-25 Limitation Of LiabilityServices FEB 1997			
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52.249-6 Alt IV Termination (Cost Reimbursement) (May 2004) - Alternate SEP 1996	52.249-6 Alt IV		SEP 1996
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52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	MAR 2000
	Components (DoD Contracts)	
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

- (a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(_X) Paragraph (b) applies.	

(\_\_) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

***************************************							
FAR Clause	Title	Date	Change				

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov http://www.farsite.hill.af.mil http://www.frasite.hill.af.mil/VFDFARs.htm

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag

vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

## Ddl-J10 LIST OF ATTACHMENTS

Atachment J.1 - Contract Data Requirements List, DD1423

Attachment J.2 - Contract Security Classification Specification, DD254

Attachment J.3 - Contracting Officer's Representative Appointment Letter

#### Section K - Representations, Certifications and Other Statements of Offerors

#### CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a	SEP 2004
	Terrorist Country	
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered	JUN 1995
	to the Government	

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.

Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-
(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State,	Name and Address of Owner and Operator of the
County, Zip Code)	Plant or Facility if Other Than Offeror or
	Respondent

(End of provision)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:
(Line Item Number Country of Origin)
(Country of Origin)
(3) The following end products are other foreign end products:
(Line Item Number)
(Country of Origin) (If known)
(End of provision)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- \_\_\_\_(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- \_\_\_\_\_(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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Ddl-K20 AUTHOR	IZED NEGOTIATORS
The offeror shall pro offeror:	ovide the name and telephone number of personnel authorized to negotiate on behalf of the
<del></del>	
n addition, the offer	or shall provide a facsimile number and an email address to which correspondence and
In addition, the offer documents may be for facsimile:	for shall provide a facsimile number and an email address to which correspondence and private to the offeror, both prior to contract award and following contract award:

#### Section L - Instructions, Conditions and Notices to Bidders

#### CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.217-7026	Identification of Sources of Supply	NOV 1995

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; XX DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

# 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under

this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee – Time and Material contract resulting from this solicitation.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Naval Surface Warfare Center Dahlgern Division Code XDS11 17320 Dahlgren Road Dahlgren, VA 22485-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov

http://www.farsite.hill.af.mil

http://www.farsit.hill.af.mil/VFDFARs.htm

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

- (a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 RFP)
- (1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fillins in Section(s) H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.
- (2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

#### (b) TECHNICAL PROPOSAL

- (1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.
- (2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 10 pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.
- (3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

- (4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.
- (5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.
- (6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.
  - (c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

See Ddl-L35

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

Original Copies

Volume I, Solicitation, Offer and Award (SF 33) 1

Volume II, Technical Proposal
1

Volume III, Cost or Price Proposal

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Electronic submissions are acceptable and perfered.

# Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS

The offeror's written technical proposal should address the Personnel factor, Past Performance, and Mandatory Requirements as follows:

(a) Personnel

Key Personnel Resumes - The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

KEY LABOR CATEGORYRESUMESEngineer1 resume

Total Resumes

1 resume

(i) In order to facilitate proposal evaluation, all resumes shall be provided in the following format. The cutoff for experience claimed shall be the closing date of the solicitation. Each resume shall be no more than 3 pages in length.

- (A) Name
- (B) Contract labor category / Contractor labor category
- (C) Hours to be allocated to this effort
- (D) Security Clearance Level
- (E) Note whether individual is Key on another requirement and provide explanation as to how both requirements will be satisfied.
- (F) Current work location and planned work location upon award of this contract. If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.
- (G) Experience Summary Show the number of years of experience. Also show dates as shown below:

6 years, 4 mos. 10/91 - 2/98

- (H) Education
  - (1) Degree(s); Date(s); Institution; Major/Minor

(2) If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed in subparagraph (I) below or it may not be evaluated. Experience cited in this manner may not also be credited toward fulfillment of labor category desired requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

- (I) Work experience(s)
  - (1) Employer: Dates (month/year); Title(s) held

(2) Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with contract requirements. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed.

(3) All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by (a) and (b) above. Military experience not documented in this manner may not be considered.

(4) If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.

(5) Gaps in experience shall be avoided to avoid confusion.

(J) A certification of correctness of information signed and dated by both the
person named and the offeror. The employee certification shall include the following statement: CERTIFICATION
"I certify that the education and experience described herein is complete and accurate in all respects. I consent to the
disclosure of my resume for NSWCDD Solicitation N00178-05-R-1003 by (insert
Company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and offeror certifications shall not be dated earlier than the issue date of this solicitation.

(ii) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

(iii) Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

#### (b) Past Performance

(1) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained fro several sources, as indicated below.

#### (2) Past Performance Reference List

(i) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value

- (C) Description of Work Performed to include approximate number of direct
- man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g, C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
  - (E) Note if performed as a prime or subcontractor
  - (F) Name, title, address, and phone number of person to whom the questionnaire

was mailed.

(G) Name, address and phone number of the Contracting Officer and of the

COR

(H) Date the questionnaire was mailed and a list of all recipients of the

questionnaire..

- (ii) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.
- (3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.
- (4) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of:
- (i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;
- (ii) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or
- (iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.
- (5) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.
- (6) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.
  - (c) Contract Mandatory Requirements

The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

Ddl-L35 COST PROPOSALS - SPECIFIC REQUIREMENTS (TIME AND MATERIALS/LABOR-HOUR CONTRACTS)

- (a) Offerors shall insert prices per labor-hour for each Contract Line Item (CLIN) or SubCLIN (SLIN) shown in Section B. The price per hour includes all direct and indirect costs associated with labor and whatever profit the contractor proposes. Offerors are required to provide a complete breakdown of the loaded labor rate. (dollars per hour, Overhead rate, G&A rate, and profit.)
- (b) Section B may contain subline items for "Government-Site" labor; this applies to all labor at a Government Site, regardless of the offeror's indirect cost application policy. Section H identifies work space (if any) intended for use by contractor personnel.
- (c) Material. The "Material" estimate of \$3,000 includes only those items of purchased material which are incorporated into a deliverable product. The Travel estimate of \$160,217 includes travel and subsistence for work at alternative work sites as designated in the Statement of Work and for allowable local travel. All additional items of "Other Direct Costs" are assumed to be overhead in nature. Offerors are permitted, however, to propose additional material costs if it is in accordance with their DCAA-approved accounting practice to do so and if such items of expense are felt to be necessary for this procurement, e.g. reproduction costs. For each such item, the following information is required; description, justification, and detailed basis for estimate. For any material costs proposed on a per unit basis (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the per unit charge. For example, if reproduction charges are proposed at the rate of 5 cents/page for 1000 pages, both the rate of 5 cents and 1000 pages must be justified. Statements that the rate has been accepted by DCAA are not sufficient. If a category of expense is not proposed as a material cost, it will not be allowed during contract performance.
- (d) Indirect Costs. List the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates and actual (audited and unaudited). If rates are negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years and the basis for any changes to these rates. Facilities Capital Cost of Money is applicable only to the extent that material costs contribute to the benefiting base.

### (e) Subcontracting Costs.

- (1) Offerors are required to distribute material costs and associated indirect costs among subcontractors consistent with their technical proposal. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. Note that compensation for labor paid to any individual who is not a bonafide employee of the offeror is a subcontract.
- (2) All subcontracts for the services of Key and Non-Key Personnel must be Time-and-Material form. Offers should include an agreement for each proposed subcontractor, conditioned upon award of the basic contract and

signed by both parties, agreeing to establish a schedule of prices, and binding for the term of the basic contract. The schedule shall be similar to that in Section B, except for omission of labor categories not supplied by the subcontractor.

## Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by 31 January 2005.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

## CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuino Contractino Officer for the Contract/PR No listed in Block E.

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## CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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## CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to leither of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

A Contract Line from No.															
A. Contract Line Ite	m No.		B. Exhibit	Α	C. Catego TDP		TM								
D. System / Item				E. Contract / PR No. ND-			F. Contractor FIRST H	HAND SOLUTIONS							
1. Data Item No. A003		<ol><li>Title of Data Item STA</li></ol>		TRACTOR'S PR MANAGEMENT			3. Subtitle INTERII	M PROGRESS REPORT (T	ECHNIC	CAL)					
4. Authority (Data /		ocument No.) MT-80227		5. Contract Reference TASK C		OW PARA. 4	.2	6. Requiring Office NAVSEA CDSA Dam No	eck						
7. DO 250 Req.		9. Dist Statement	10. Frequenc	у	12. Date o	f First Submission	1	14. Distribution							
LT		Required	SEE	BLOCK 16		10DARP		a. Addressee		b. Copie	s				
8. App Code		D	11. As Of Dat	te	13. Date of Subsequent Submission			1	Draft	Draft Final					
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D. Lancaste	r, COR,	Code F32													
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DEPARTMENT O. EFENSE					1. CLEARANCE ) SAFEGUARDING				
CONTRACT SECURITY CLASSIFICATION SPECIFICATION					a. FACILITY CLEARANCE REQUIRED: SECRET				
(The requirements of the National Industrial Security Program Operating Manual				/ b.	b. LEVEL OF SAFEGUARDING REQUIRED: NONE				
apply to all security aspects of this effort)  2. THIS SPECIFICATION IS FOR: (X and complete as applicable)  3. THIS SPECIFICATION IS: (X and complete as applicable)									
a. PRIME CONTRACT NUMBER			3. 11		a. ORIGINAL (Complete date in all cases)  Date (YYMM			DD)	
x			х					ļ	
b. SUBCONTRACT NUMBER				b. RE	VISED (Supersedes all previous specs)	Revision No. D	ate (YYMIV	IDD)	
c. SOLICITATION OR OTHER NUMBER DUE	DATE (YYMMDE	MMDD) c. FINAL (Complete item 5 in all cases) Date (YYM				ate (YYMN	IDD)		
		,							
4. IS THIS A FOLLOW-ON CONTRACT? TYES NO, If yes, complete the following									
Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract									
5. IS THIS A FINAL DD FORM 254 YES NO, If yes, complete the following: In response to the contractors request dated ,retention of the identified classified material is authorized for a period of:									
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)									
a. NAME, ADDRESS, AND ZIP			E COI	DΕ	c. COGNIZANT SECURITY	Y OFFICE (Name, Address, and Zip	Code)		
IRST-HAND SOLUTIONS CORP.					DEFENSE SECURITY SERVICE			ĺ	
903 3 <sup>RD</sup> St.		1J729			CENTRAL REGION			.	
PO BOX 59 HAILEYVILLE, OK 74546					5800 E. CAMPUS C   IRVING, TX 75063	IRCLE DRIVE, SUIT	E 110	A	
					111111111111111111111111111111111111111				
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and 71p Cod				
NONE		b. CAGE CODE		<i>)</i>	C. COGIVIZAINT SECORIT	I OFFICE (Name, Address, and 11p	Coae)		
HOILE									
8. ACTUAL PERFORMANCE									
a. LOCATION		b. CAG	E COI	DE	c. COGNIZANT SECURITY	Y OFFICE (Name, Address, and Zip	Code)		
SAME AS BLOCK 6, AND VARIOUS GOVERNMENT FACILITIES AS DIRECTED.									
(NO SAFEGUARDING AT THE FHS CORP. HAILEYVILLE LOCATION)									
9. GENERAL PROCUREMENT OF THIS PROCUREMENT									
ENGINEERING SERVICES REQUIRED TO SUPPORT SHIPBOARD COMBAT SYSTEMS INCLUDING ASDS (ADVANCED									
SENSOR DISTRIBUTION SYSTEM), RADI	OS (RADA	R DISP	LAY	AND	DISTRIBUTION SYST	EM) AND (SHIPBO	ARD		
CONSOLES INCLUDING SDE AND AN/UY EQUIPMENT. TROUBLESHOOT PROBLEM									
	NO.				ACT, THE CONTRACTOR WILL:		YES	NO	
a.COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X a. HAVE	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT X				x			
b. RESTRICTED DATA		b. Receive classified documents only				х			
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	X c. RECEI	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				х			
d. FORMERLY RESTRICTED DATA	X d. FABRI	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			ASSIFIED HARDWARE			х	
e. INTELLIGENCE INFORMATION	e. PERFC	e. PERFORM SERVICES ONLY						×	
(1) Sensitive Compartmented Information (SCI)	X f. HAVE TERRITO	HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES						х	
(2) Non-SCI	X g. BE A SECON	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER						х	
1. SPECIAL ACCESS INFORMATION	X h. REQUIF	h. REQUIRE A COMSEC ACCOUNT						х	
g. NATO INFORMATION	X i. HAVE T	I. HAVE TEMPEST REQUIREMENTS						х	
h. FOREIGN GOVERNMENT INFORMATION	X j. HAVE C	J. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS						х	
i. LIMITED DISSEMINATION INFORMATION	X k. BE AUT	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE					X		
i. FOR OFFICIAL USE ONLY INFORMATION X	I. OTHER	I. OTHER (specify)						х	
k. OTHER (Specify)	X SEE BLO	SEE BLOCK 13 REMARKS							
								ļ <u>.</u>	

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.								
☐ DIRECT ☐ THROUGH (Specify)								
NONE AUTHORIZED								
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.								
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)								
NO SAFEGUARDING AT FIRST-HAND FACILITY ON THIS CONTRACT								
SEE ATTACHMENT A ("FOR OFFICIAL USE ONLY" ADDENDUM)								
MARKING ON CLASSIFIED DOCUMENTS OR MEDIA PROVIDED FOR THIS CONTRACT WILL CARRY THE NECESSARY CLASSIFICATION GUIDANCE.								
ADHERE TO GUIDANCE ESTABLISHED IN SECNAVINST 5510.30A, SECNAVINST 5510.36 AND THE NISP (NATIONAL INDUSTRIAL SECURITY PROGRAM).								
ALL PERSONNEL PERFORMING TASKS UNDER THIS CONTRACT MUST BE U.S. CITIZENS UNLESS PRIOR APPROVAL FOR NON-CITIZENS HAS BEEN GRANTED BY THE GOVERNMENT CONTRACTING AGENCY (CGA).								
PERSONNEL PERFORMING TASKS ONBOARD U.S. NAVAL VESSELS AND SHORE FACILITIES (AS REQUIRED) WILL HOLD A SECRET CLEARANCE.								
SECRET CLEARANCE IS REQUIRED FOR UNESCORTED ACCESS TO NAVSEA DAM NECK CDSA, BLDG 127S.								
COGNIZANT PROJECT MANAGER: RICK SHARP, CODE F31, (757) 492-8272.								
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract.  [If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements.								
Provide a copy of the requirements to the coonizant security office. Use Item 13 if additional space is required.)								
15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more spece is needed.)								
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.								
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE		c. TELEPHONE (Include Area Code)					
STEVEN K. ANDERSON	COMMAND SECUR	ITY MANAGER	757-492-7298					
d. ADDRESS (Include Zip Code)		17. REQUIRED DISTRIBU	UTION					
COMBAT DIRECTION SYSTEMS ACTIVI 1922 REGULUS AVENUE	ITY DAM NECK	a. CONTRACTOR b. SUBCONTRACTOR						
VIRGINIA BEACH, VA 23461-2097		c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR						
		d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  8. ADMINISTRATIVE CONTRACTING OFFICER  6. OTHERS AS NECESSARY						
e. SIGNATURE								

#### ITEM 13 Continuation, page #3

#### ATTACHMENT A

#### FOR OFFICIAL USE ONLY (FOUO) ADDENDUM

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) material:

- 1. HANDLING: Access to FOUO material shall be limited to those employees needing the material to do their jobs. The FOUO marking is assigned to material created by a DoD user agency. FOUO is not a classification, but requires extra precaution to insure it is not released to the public.
- 2. MARKING: Mark unclassified documents containing FOUO "FOR OFFICIAL USE ONLY" at the bottom of each page and back cover (if any). In a classified document, mark:
  - a. An individual paragraph that contains FOUO, but not classified material, by placing "FOUO" at the beginning of the paragraph.
  - b. The top and bottom of each page that has both FOUO and classified material with the highest security classification of the material on that page.
  - c. "FOUO" at the bottom of each page that has FOUO but not classified material.
  - d. If a classified document also contains FOUO material or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO before public release."
  - Mark other records such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so the receiver or viewer knows the record contains FOUO material.
  - f. Mark each part of a message that contains FOUO material. Unclassified messages containing FOUO material must show the abbreviation "FOUO" before the text begins.
  - g. Insure documents that transmit FOUO material call attention to any FOUO attachments.
  - h. FOUO material released to a contractor by a DoD user agency must have the following statement on the front page or cover: "THIS DOCUMENT CONTAINS MATERIAL EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT."
- 3. STORAGE: During normal duty hours, place FOUO material in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the material. After normal duty hours, store FOUO material to prevent unauthorized access. File with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks or bookcases. Expenditure of funds for security containers solely for the protection of FOUO material is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other unclassified material. Discussion of FOUO material on the telephone is authorized if necessary for the performance of the contract. FOUO material may be transmitted over telephone lines in digital form, by telecopy, or by other DSN teletype lines without encryption.
- 5. RELEASE: FOUO material shall not be released outside the contractor's facility except to representatives of the DoD.
- 6. DESTRUCTION: When no longer needed, FOUO material shall be disposed of by a method that precludes its disclosure to unauthorized individuals.